### IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

e Application

Inventor(s): Russell Pon

Inventor(s): Russell Pon SC/Serial No.: Not Yet Assigned 08/086,014)

Herewith Filed:

Title:

PROBE HAVING OPTICAL FIBER

FOR LATERALLY DIRECTING

LASER BEAM

## **POWER OF ATTORNEY BY ASSIGNEE** TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. §§3.71, 3.73

Commissioner of Patents and Trademarks Washington, D.C. 20231

Sir:

The undersigned Assignee of the entire right, title and interest in the aboveidentified patent application hereby appoints MARK A HAYNES, Reg. No. 30,846, and each of the attorneys of FLIESLER, DUBB, MEYER & LOVEJOY to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

<u>X</u>	a copy of an Assignment attached hereto, the original of which has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or
	the Assignment recorded on at reel, frames
Pursua Assignee her above-identif	ant to 37 C.F.R. §3.73(b), the evidentiary documents have been reviewed and eby certifies that, to the best of Assignee's knowledge and belief, title to the led patent application is in the Assignee.
Please	e direct all telephone calls to Mark A. Haynes, (415) 362-3800.

Please address all correspondence to:

Mark A. Haynes FLIESLER, DUBB, MEYER & LOVEJOY Four Embarcadero Center, Suite 400 San Francisco, California 94111-4156

Bv:

LASERSCØPE

Print Name: Paul Davis

Title: Vice President and General Counsel

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Attorney Docket No.: LSCP1022MAH mah/lscp102/1022.004

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#### SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Russell Pon, a resident of 1720 Halford, #125, Santa Clara, California 95051 (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

# PROBE HAVING OPTICAL FIBER FOR LATERALLY DIRECTING LASER BEAM

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1.	<u>X</u>	On the $\frac{27}{2}$ day of $\frac{\text{June}}{\text{June}}$ , $19\frac{93}{3}$ ;
	Or	
2.		Said application having SC/Serial Number/, and filed on the day of, 19

WHEREAS <u>LASERSCOPE</u> (hereinafter termed "Assignee"), a corporation of the State of <u>California</u>, having a place of business at <u>3052 Orchard Drive</u>, <u>San Jose</u>, State of <u>California</u>, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in

the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that proceedings, the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and

assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

Russell Pon

State of <u>California</u>

County of <u>Santa Clara</u>

On June 29, 1993 before me, Katherine Mary O'Malky, Notary Public, (name and title of officer)

personally appeared Russell Pon , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person( $\mathbf{x}$ ) whose name( $\mathbf{x}$ ) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature( $\mathbf{x}$ ) on the instrument the person( $\mathbf{s}$ ), or the entity upon behalf of which the person( $\mathbf{x}$ ) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nathania Mary Omalley

My Comm. Burror Aug. 12, 1995

Attorney Docket No.: LSCP1022MAH mah/lscp102/1022.003